

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for I-295 S. Portland-Falmouth Landscaping, Cumberland County" will be received from contractors at the Reception Desk, Temporary Transportation Building in Winthrop, Maine, until 11:00 o'clock A.M. (prevailing time) on February 12th, 2003, and at that time and place publicly opened and read. Bids will be accepted only from contractors prequalified by the Department of Transportation for LANDSCAPE projects. All other Bids will be rejected. **MDOT is currently transitioning to provide for the option of electronic bidding. We now accept electronic bids for those bid packages posted on our electronic bid website. Electronic bids do not have to be accompanied by paper bids. However, during this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence. For those who chose to submit a paper bid alone, nothing has changed.**

Description: Maine Federal Aid Project No.IM-A025(00)E, PIN 10250.00.

Location: In Cumberland County, project is located within the MDOT Right-of-Way of Interstate I-295 from Exit #1 North to Exit #9 including areas along both sides of the highway and ramps.

Outline of Work: Landscaping- Planting of Trees and Shrubs and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Bruce Carter at (207)624-3430. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Kent Cooper, Project Manager** at (207)624-3101. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)287-3392.

Plans, specifications and bid forms may be seen at the Maine Department of Transportation, Temporary Transportation Building in Winthrop, Maine and at the Department of Transportation's Division Office in Scarborough. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable. Note: There is no planting plan for this project.

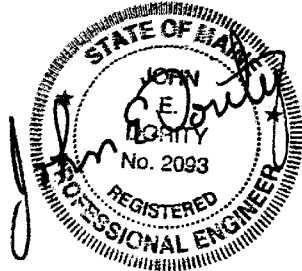
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$10,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] **as updated through the advertisement date for this project.** Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all Bids.

Winthrop, Maine
Date: January 15th, 2003



JOHN E. DORITY
CHIEF ENGINEER

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

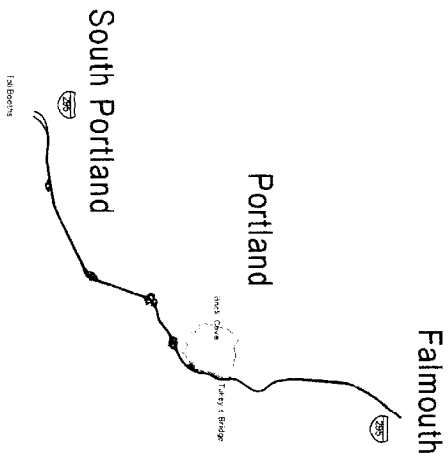
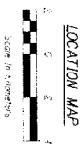
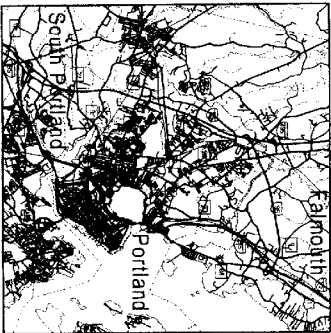


I-295 S. Portland-Falmouth
Cumberland County

PROJECT LENGTH : 16 +/- Km

SCOPE OF WORK:

I-295 Landscaping between South Portland and Falmouth to establish buffers between the highway and residential neighbors.



IM-A025(00) E

PIN 10250.00

I-295 S. Portland-Falmouth

TITLE SHEET

PROJECT INFORMATION

PROJECT	
POST-MILEAGE	
BY DATE	
PROJECT NO.	
PROJECT NAME	
PROJECT LOCATION	

SIGNATURE
2625
P.E. NUMBER
1-10-03
DATE



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

APPROVED

DATE

COMMISSIONER
CHIEF ENGINEER

01/04/03
01/04/03

SHEET NUMBER

1

OF 1

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 010250.00

PROJECTS

IM-AO25(00)E

COUNTY : CUMBERLAND

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010250.00

PROJECT(S): IM-AO25(00)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 LANDSCAPE ITEMS						
0010	621.01 EVERGREEN TREES (200 MM - 300 MM)	EA 6500.000				
0020	621.019 EVERGREEN TREES (600 MM - 900 MM) GROUP A	EA 60.000				
0030	621.025 EVERGREEN TREES (900 MM - 1200 MM) GROUP A	EA 130.000				
0040	621.026 EVERGREEN TREES (900 MM - 1200 MM) GROUP B	EA 60.000				
0050	621.027 EVERGREEN TREES (900 MM - 1200 MM) GROUP C	EA 36.000				
0060	621.031 EVERGREEN TREES (1200 MM - 1500 MM) GROUP A	EA 180.000				
0070	621.033 EVERGREEN TREES (1200 MM - 1500 MM) GROUP C	EA 24.000				
0080	621.037 EVERGREEN TREES (1500 MM - 1800 MM) GROUP A	EA 48.000				
0090	621.038 EVERGREEN TREES (1500 MM - 1800 MM) GROUP B	EA 72.000				
0100	621.101 PLUG/ STARTER PLANT	EA 1980.000				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010250.00

PROJECT(S): IM-AO25(00)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	621.126 SMALL DECIDUOUS TREES (1800 MM - 2400 MM) GROUP A	EA 108.000				
0120	621.255 LARGE DECIDUOUS TREES (2400 MM - 3000 MM) GROUP A	EA 120.000				
0130	621.388 DWARF EVERGREENS (300 MM - 375 MM)	EA 120.000				
0140	621.389 DWARF EVERGREENS (375 MM - 450 MM) GROUP A	EA 96.000				
0150	621.51 DECIDUOUS SHRUBS (375 MM - 450 MM)	EA 300.000				
0160	621.54 DECIDUOUS SHRUBS (450 MM - 600 MM) GROUP A	EA 180.000				
0170	621.546 DECIDUOUS SHRUBS (600 MM - 900 MM) GROUP A	EA 680.000				
0180	621.547 DECIDUOUS SHRUBS (600 MM - 900 MM) GROUP B	EA 60.000				
0190	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP			
0200	652.33 DRUM	EA 12.000				
0210	652.34 CONE	EA 30.000				

SCHEDULE OF ITEMS

DATE: 030113

REVISED:

CONTRACT ID: 010250.00

PROJECT(S): IM-A025(00)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	652.35 CONSTRUCTION SIGNS	M2 6.000				
0230	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

General Notes

1. All work performed under this contract shall be governed by and conform to the Standard Specifications (Revision December 2002) and the Supplementals thereto, together with the Standard Details (Revision Dec. 2002) and the Supplementals thereto, as modified by the plans or Special Provisions.
2. The contractor shall confirm the location of all utilities on the project site prior to beginning construction. Call Dig Safe 1-800-225-4977.
3. Work will be permitted ONLY between the hours of 8:00 A.M. and 3:00 P.M. (EST).
4. No lane closures will be permitted.
5. No utility involvement is anticipated.
6. The contractor shall not be permitted to have an on-site storage or staging area.
7. The contractor will be a MDOT Registered Landscape Contractor.
8. The contractor shall dispose of all debris in accordance with state and federal regulations.
9. This work will be scheduled with the MDOT Landscape Architect to provide on-site supervision and inspection.
10. Any damage to existing structures, guardrail, drainage ways and/or slopes caused by the contractor's equipment, personnel or operation shall be repaired to the satisfaction of the Engineer. All work, equipment and materials required to make repairs shall be at the contractor's expense.
11. Traffic Safety and Signage requirements shall be diligently maintained as detailed in Section 652 and reviewed at the Pre-Construction meeting to be held in Scarborough prior to the beginning of work.
12. The project will include planting areas as directed by the MDOT Landscape Architect within the MDOT Right-of-Way of I-295 from Exit #1 North to Exit #9 including the North side of the access road from US Route 1, S. Portland, screening planting North from Exit 3, plug and meadow planting at Long Creek, planting in the Congress Street, Washburn Ave., Forest Ave., and Franklin St. interchanges, and along Exits #8 and #9 as well as other areas as designated in the field.
13. This work will be scheduled in consultation with the MDOT Landscape Architect subject to seasonal weather conditions; but will be completed between April 1, 2003 and June 1, 2003.

* * *

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of the firm bidding the job)
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00

for the Hot Mix Asphalt Overlay in the town/city of West Eastport, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)

\$ (repeat bid here in numerical terms, such as \$102.10)

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items"

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offerer also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Engineer, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to

Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR
(Sign Here)

Date
(Witness Sign Here)

Witness
(Print Name Here)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date
By: Carl A. Croce, Acting Commissioner

(Witness)

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 10250, I-295 S. Portland - Falmouth, for Landscaping, Planting Trees and Shrubs** in the town/city of **Portland**, County of **Cumberland**, Maine. The Work includes landscape planting, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 1, 2003**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for completion of: **PIN 10250, S. Portland - Falmouth, Landscaping, City of Portland,** Cumberland County, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Engineer, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Carl A. Croce, Acting Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

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The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

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C. Price.

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\$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

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E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

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The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

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Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Carl A. Croce, Acting Commissioner

Witness

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ and the State of _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ and 00/100 Dollars (\$ _____),
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this day of, 20....

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

Print Name Legibly

SURETY:

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ and the State of _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business in
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ and 00/100 Dollars (\$))
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

GENERAL DECISION ME020003 03/01/02 ME3
General Decision Number ME020003

Superseded General Decision No. ME010003

State: Maine

Construction Type:
HIGHWAY

County(ies):
ANDROSCOGGIN CUMBERLAND

Highway Construction Projects Excluding Major Bridging
(for example: bascule, suspension and spandrel arch
bridges; those bridging waters presently navigating or
to be navigable; and those involving marine construction
in any degree); tunnels, building structures in rest area
projects and railroad construction.

Modification Number Publication Date
0 03/01/2002

COUNTY(ies):
ANDROSCOGGIN CUMBERLAND

SUME4025A 10/24/2000

	Rates	Fringes
CARPENTERS	11.30	1.95
ELECTRICIANS	17.90	2.30
LABORERS		
Flaggers	6.00	
Landscape	7.99	.72
Unskilled	8.69	1.08
POWER EQUIPMENT OPERATORS		
Backhoes	12.39	2.00
Bulldozers	11.13	1.94
Excavators	11.24	1.31
Loaders	11.19	1.82
Rollers	10.16	1.56
TRUCK DRIVERS		
Dump	9.02	1.39
Two axle	9.08	1.28

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Town: **South Portland to Falmouth, I-295**
Project: **IM-A025(00)E**
Date: **January 15, 2003**

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X	X	
City of Portland		X	
Maine Department of Transportation	X	X	
MCI World Com	X	X	
Mobil Pipe Line Corporation		X	
Portland Pipe Line Corporation		X	
Portland Water District		X	
Verizon	X	X	

Temporary utility adjustments are **not** anticipated.

All adjustments are to be made by the respective utility/railroad unless otherwise specified herein.

AERIAL and SUBSURFACE

No Aerial or Buried Utility adjustments are anticipated as part of this project.

Summary:

Central Maine Power **Dennis Chadbourne** 828-2860
The Utility has facilities along project limits. The Contractor shall notify the Utility (3) weeks prior to construction.

City of Portland **Cliff Farris** 874-8008, ext. 8468

Date: January 15, 2003

The City has facilities along project limits. The Contractor shall notify the Utility (3) weeks prior to construction.

MCI World Com **Fred Skripol** **791-5616**
The Utility has facilities along project limits. The Contractor shall notify the Utility (3) weeks prior to construction.

MDOT **Wayne Henderson** 287-2898
The Department has streetlights with conduits located throughout project limits. The Contractor shall notify the Department (3) weeks prior to any excavation.

Mobil Pipe Line Company **Mike DiCenso** 262-1999
It appears the Utility has a petroleum products pipeline crossing along the project limits. At the request of Exxon Mobil Corporate they would like to have Mike DiCenso at 207-262-1999 called to have the pipeline staked at there Crossing. The Contractor shall notify the Utility (4) weeks prior to paving.

Portland Pipe Line Corporation **Tom Hardison** 767-0449
The Utility has facilities along project limits. The Contractor shall notify the Utility (3) weeks prior to construction.

Portland Water District **David Coffin** 774-5961, ext. 3041
The Utility has facilities along project limits. The Contractor shall notify the Utility (3) weeks prior to construction.

Verizon	Sue Sarette	797-1842
The Utility has facilities along project limits. The Contractor shall notify the Utility (3) weeks prior to construction.		

DIG SAFE

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine “Dig Safe” System.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

Town: **South Portland to Falmouth, I-295**

Project: **IM-A025(00)E**

Date: **January 15, 2003**

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY

Portland 295
PIN 10250
January 15, 2003

SPECIAL PROVISION
SECTION 105

(Access to the Work from I - 295)

Construction Work shall be performed only between the hours of 8:00 A.M. and 3:00 P.M. (EST) Monday - Friday.

The Contractor will be allowed access to the work in the direction of traffic utilizing existing interchanges and ramps only.

The Contractor is **NOT AUTHORIZED** to use existing median crossovers within and/or adjacent to the limits of work for the purpose of hauling construction materials and/or equipment to the work areas or for any other purposes.

No flaggers will be authorized to impede the flow of traffic on this project.

The Contractor shall inform all personnel on this project that they are not authorized to stop traffic.

May 10, 1990
Supersedes
October 30, 1989

SPECIAL PROVISION
SECTION 105.8
ENVIRONMENTAL REQUIREMENTS

Except as otherwise allowed by permit(s), or as specified on the plans or elsewhere in these Special Provisions. Residues, pollutants, and materials including those from construction or demolition activities shall not be deposited or discharged so as to enter surface waters, including rivers, streams, estuaries, coves, bays, lakes, ponds, other impoundments, wetlands, tidal marshlands, or into natural or man-made channels leading thereto.

Materials from existing abutments, piers and other structure units which are founded in these locations, shall be contained in the immediate work area of the unit prior to removal.

November 26, 1996

SPECIAL PROVISION
SECTION 107
TIME
(Limitation of Operations)
and
(Supplemental Liquidated Damages)

Once the Contractor commences work on this project the work shall be continuous through completion.

If the Contractor does not have prior written authorization from the Resident to suspend work, the Contractor shall be assessed supplemental liquidated damages at the rate of Two Hundred (\$200.00) Dollars per day for each calendar day that work is not performed on the project.

For the purpose of this Special Provision suspension of work is defined as there being less than 70 percent of the normal work force required to perform the activities that were scheduled for that period. The Resident shall provide the sole decision as to whether the work has been suspended.

This assessment of supplemental liquidated damages will be in addition to the liquidated damages specified in Section 107 of the Standard Specifications, Rev. 2002.

Portland 295
PIN 10250
January 15, 2003

SPECIAL PROVISION
Section 107

TIME
(Contract Time)

On-site work on this project will not begin before: **April 1, 2003**

The specified contract completion date before
which all work shall be completed is: **June 1, 2003**

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SPECIAL PROVISIONS
SECTION 621

LANDSCAPE

(Plant Species Specification and Quantities Listing)

The following list of item numbers provides a listing of plant species quantities estimated for use on this project. Please note that the scientific name of the plant material is provided along with the common name following in parenthesis.

The Contractor shall follow MDOT Standard Specifications for landscape materials and installation procedures (sec 621) Revision of December, 2002; and Standard Details, Revision of December 1, 2002.

The MDOT Landscape Architect or his designee will be available to inspect plant materials and to stake the location of the plant materials at the time of planting.

Pursuant to Section 104.5.9, in addition to a Performance Bond a Two-Year Maintenance Bond will be required. Pay Item 621. 8 Establishment Period - Two Year will be included as a pay item as part of this contract. .

All Bare Root material will be pre-soaked and/or dipped into a water-soluble fertilizer and hydro-gel additive solution prior to planting to ensure rooting. Per Section 621.0024 Specifications regarding initial watering-in on the day of planting will be mandatory and subject to strict inspection.

Planting installation will be Class A Planting per MDOT Specifications 621.0001 - 621.8. Items 621.510 , 621.54, 621.546, and 621.547 will be in mulched planting beds at 1 meter (3.28') (typ.) on center. Items 621.010 and 621.101 will be Class B Planting.

PLANT MATERIALS

ITEM NO.	Description	Cond.	Unit	Species Quantity	Item Quantity
621.010	Evergreen Seedlings 200 mm - 300 mm (8" - 12")	Bare Root /Cont.Plug			6,500
	Larix decidua (European Larch)		ea.	500	
	Picea abies		ea.	1,500	

	(Norway Spruce)				
	<i>Picea glauca</i> (White Spruce)		ea.	1,500	
	<i>Pinus strobus</i> (Eastern White Pine)		ea.	500	
	<i>Pinus sylvestris</i> (Scotch Pine)		ea.	1,500	
	<i>Thuja occidentalis</i> 'Holstrup' ('Holstrup' American Arborvitae)		ea.	500	
	<i>Thuja occidentalis</i> 'Hetz Wintergreen (Wintergreen Thuja)		ea.	500	
621.101	Rooted Deciduous Liner/Starters 200 mm - 300 mm (8" - 12")	Bare Root /Cont.Plug			1,980
	<i>Cephalanthus occidentalis</i> (Buttonbush)		ea.	180	
	<i>Cornus amomum</i> (Gray Dogwood)		ea.	180	
	<i>Cornus mas</i> (Cornellian Cherry)		ea.	180	
	<i>Cornus sericea</i> (Red-Twig Dogwood)		ea.	180	
	<i>Ilex verticillata</i> (Winterberry)		ea.	180	
	<i>Itea virginica</i> 'Henry's Garnet' (Virginia Sweetspire)		ea.	180	
	<i>Ilex verticillata</i> staminate (male) (Staminate Winterberry)		ea.	180	
	<i>Itea virginica</i> (Sweetspire)		ea.	180	
	<i>Myrica pensylvanica</i> (Bayberry)		ea.	180	
	<i>Rosa virginiana</i> (Virginia Pasture Rose)		ea.	180	
	<i>Viburnum dentatum</i> (Arrowwood Viburnum)		ea.	180	
621.019	Evergreen Trees Group A 600 mm - 900 mm (2' - 3')	B&B			60
	<i>Thuja occidentalis</i> (American Arborvitae)		ea.	60	
621.025	Evergreen Trees Group A 900 mm - 1200 mm (3' - 4)	B&B			130

	Pinus strobus (Eastern White Pine)		ea.	60	
	Thuja occidentalis (American Arborvitae)		ea.	70	
621.026	Evergreen Trees Group B 900 mm - 1200 mm (3' - 4')	B&B			60
	Picea abies (Norway Spruce)		ea.	60	
621.027	Evergreen Trees Group C 900 mm - 1200 mm (3' - 4')				36
	Larix decidua (European Larch)	B&B	ea.	36	
621.031	Evergreen Trees Group B 1200 mm - 1500 mm (4' - 5')	B&B			180
	Abies balsamea (Balsam Fir)		ea.	60	
	Picea abies (Norway Spruce)		ea.	60	
	Picea glauca (White Spruce)		ea.	60	
621.033	Evergreen Trees Group C 1200 mm - 1500 mm (4' - 5')				24
	Larix decidua (European Larch)		ea.	24	
621.037	Evergreen Trees Group A 1500 mm - 1800 mm (5' - 6')	B&B			48
	Pinus strobus (Eastern White Pine)		ea.	48	
621.038	Evergreen Trees Group B 1500 mm - 1800 mm (5' - 6')	B&B			72
	Picea abies (Norway Spruce)		ea.	36	
	Picea glauca (White Spruce)		ea.	36	
621.126	Small Deciduous Trees 1800 mm - 2400 mm Group A (1" - 1 1/4" cal.)	Bare Root			108
	Crataegus 'Cruzam' ('Winter King' Hawthorn)		ea.	36	
	Malus 'Donald Wyman' ('Donald Wyman' Flowering		ea.	36	

	Crabapple)				
	Malus 'Snowdrift' ('Snowdrift' Flowering Crabapple)		ea.	36	
621.255	Large Deciduous Trees Group A Group A 2400 mm - 3000 mm. (1" - 1 1/4" cal.)	Bare Root			120
	Acer rubrum 'Northwood' ('Northwood' Red Maple)		ea.	24	
	Acer saccharum 'Majesty ' ('Majesty' Sugar Maple)		ea.	24	
	Acer saccharum 'Legacy ' ('Legacy' Sugar Maple)		ea.	12	
	Populus deltoids 'Mighty Moe' (Eastern Cottonwood)		ea.	12	
	Quercus alba (White Oak)		ea.	24	
	Quercus coccinea (Scarlet Oak)		ea.	24	
621.388	Dwarf Evergreens 300 mm - 375 mm Group A (12" - 15")	B&B			120
	Taxus x media 'Densiformis' (Dense Spreading Yew)		ea.	60	
	Taxus x media 'Hatfield' ('Hatfield' Upright Yew)		ea.	60	
621.389	Dwarf Evergreens 375mm - 450mm Group A (15" - 18")	B&B			96
	Taxus x media 'Hicksi' (Hick's Spreading Yew)		ea.	48	
	Taxus cuspidata 'Capitata' (Pyramidal Yew)		ea.	48	
621.510	Deciduous Shrubs Group A 375 mm - 450 mm (15" - 18")	Bare Root			300
	Rosa rugosa (Beach Rose)		ea.	300	
621.540	Deciduous Shrubs 450 mm - 600 mm (18" - 24")	Container			180
	Spiraea albiflora (Japanese White Spirea)		ea.	60	
	Spirea x Billardii (Billard Spirea)		ea.	60	

Portland 295
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 January 15, 2003

	Symphoricarpos x Chenaultii 'Hancock' ('Hancock' Dwarf Snowberry)		ea.	60	
621.546	Deciduous Shrubs 600 mm - 900 mm Type A (2' - 3')	Bare Root			680
	Amelanchier Lamarckii (Serviceberry)		ea.	200	
	Cornus amomum (Silky Dogwood)		ea.	300	
	Viburnum opulus (European Highbush Cranberry)			180	
621.547	Deciduous Shrubs 600 mm - 900 Mm Type B (2' - 3')	Cont.			60
	Cornus mas (Cornellian Cherry)		ea.	60	
621.8	Establishment Period (Two-Year)		L.S.		1

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SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing for work on Interstate 295 shall include the following signs shown on the Standard Maintenance of Traffic in Construction Zones for "Project Approach Signing-Expressway" as applicable.

Road Work Ahead
Road Work 1000 Feet
Road Work 500 Feet
End Road Work

Work Areas Interstate and Ramps. At work sites signs, cones, and drums shall be utilized in accordance with Construction Traffic Control 652(09) as shown in the Standard Details as directed by the Resident.

The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

Unless otherwise directed by the Resident, each truck used on the project must be equipped with a single rotating amber light, plainly visible from the front and rear. The lens shall be clear amber glass. The bulb shall be a minimum of 50 candlepower. The light ray shall sweep at a rate of 60 to 90 flashes per min. over a 360 degree area. This signal system shall be in operation continuously while the vehicle is on any part of the travel lanes, ramps, paved shoulders, or median areas of the interstate.

General Requirements-Interstate and Ramps.

Two traffic lanes shall be provided in each direction at all times. No expressway lane closures will be allowed. All work on the Interstate highway shall be restricted to the shoulders and shall be for short time durations when proper work area signing is used.

On the ramps all construction work shall be confined to the areas closed to traffic.

A minimum of 15 ft. shall be maintained on all interstate ramps.

No equipment or vehicles of the Contractor, his Subcontractor or employees engaged in work on this contract, shall be parked or stopped on lanes carrying traffic, or on lanes adjacent to lanes carrying traffic, at any time.

When the Contractor is not working on a section, all signing shall be removed.

The Contractor shall keep all paved areas of the roadway as clear as possible at all times. The Contractor's men and equipment shall avoid crossing traffic lanes whenever possible.

Road work ahead signs shall be used when the Contractor is working on or near an on-ramp.

Roadside Recovery Area. The Contractor shall not store material nor park equipment within 6 m [20 feet] of the edge of the established travel lanes.

No Equipment parked overnight within 9 m [30 feet] of the edge of the travel lane shall be clearly marked by channelizing devices or other reflective devices.

Vehicles shall not be parked in the median.

No crossovers or U-Turns will be permitted.

Channelization/Traffic Control. Channelization/Control devices shall include the following:

Cones

Drums

*

*

*

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

Section 656 is to be deleted in its entirety and replaced with the following.

656.1 Project Specific Information

The following information and requirements apply specifically to this Project .

656.2 Responsibility of the Contractor

The scope of work for this project precludes the Contractor from submitting a Soil Erosion and Water Pollution Control Plan (SEWPCP)

The following items shall act as the (SEWPCP) Soil and Erosion Control Plan for this project:

1. All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control. This document is available at MDOT Publications, <http://www.state.me.us/mdot/>.
2. All disturbed soil areas shall be permanently seeded and/or mulched within 24 hours.
3. The Contractor must inspect and maintain all erosion controls for the duration of the project.

Any and all costs related to this Erosion and Sediment Control work shall be considered incidental to the contract work.

* * *